

EXHIBIT C

STATE OF ALABAMA)

COUNTY OF DALE)

AFFIDAVIT OF KEN DEMARKO

1. My name is Ken Demarko. I am over nineteen (19) years of age. I currently serve as Director of Labor Relations and Ethics Officer for AFS's operations at Fort Rucker. I have held my current position at Ft. Rucker since August 2005. Prior to that time, beginning in December 2003 I had oversight responsibility for labor relations and the Ft. Rucker CBA from our corporate headquarters in Jackson, Mississippi. I am also a licensed attorney. The facts in this affidavit are based upon my own personal knowledge and/or review of documents kept in the normal course of business by AFS.

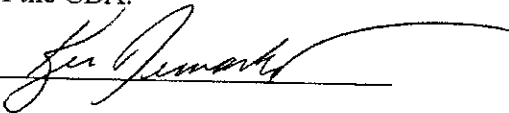
2. Much of AFS' workforce at Fort Rucker is unionized. Bargaining unit positions are governed by a collective bargaining agreement ("CBA") between AFS and the International Association of Machinists (the "Union" or the "IAM"). AFS's human resources and labor relations professionals have some day-to-day responsibility for interpretation and implementation of the CBA. As Director of Labor Relations, I have primary responsibility for the negotiation, interpretation and implementation of the CBA. If there is a question about how to interpret the CBA, I have the authority to set the company's position. The first CBA for the bargaining unit was first negotiated in 1955. Since that time, 18 different CBAs have been negotiated between the IAM and 9 different vendors.

3. During the course of this case, I have been consulted about the CBA and the company's interpretation of various provisions relevant to return-to-work issues. Just prior to the 30(b) (6) deposition, I discovered that the human resources professionals and staff who interacted with Mr. Houston in March 2005 had misinterpreted the CBA to provide that active employment continues for the entire duration of short-term disability leave. In fact, the CBA provides at Article 35 Section 1 that active employment ends after thirty days of continuous leave. Attached hereto as Exhibit 1 is a true and accurate copy of Article 35 Section 1 of the CBA. Upon discovery of this erroneous interpretation, I met with Bob Whitney, the individual

designated as the company's representative for the 30(b)(6) deposition, to ensure he understood the proper interpretation of the CBA on this issue and to ensure his testimony would reflect the proper interpretation.

4. The collective bargaining agreement sets out certain procedures regarding employees who wish to reclassify to another position. Specifically, Section 4.2 and 35.1 of the CBA provides that in order to reclassify an employee must be qualified for the position requested. Attached hereto as Exhibit 2 are true and accurate copies of Sections 4.2 and 35.1 of the CBA. Under section 35.1 an employee must also be an active employee, and must be the most senior of the employees bidding for the position and must have a status change request form on file.

5. Pursuant to Sections 4.6 and 25.10 of the CBA, inactive employees retain certain rights under the CBA, including the right to reinstatement of the last classification held, the continued accrual of seniority and the opportunity to participate in employer-sponsored benefits programs. These rights continue through the lesser of the employee's length of seniority at the time leave commences or five years. Attached hereto as Exhibit 3 are true and accurate copies of Section 4.6 and 25.10 of the CBA.



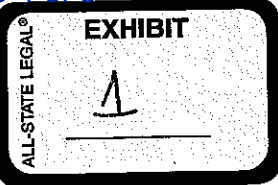
Ken Demarko

Date: 4/24/07
 STATE OF ALABAMA)
)
 DALE COUNTY)

Before me the undersigned Notary for the said County and State did appear Ken Demarko, who being known to me did swear and affirm that the foregoing is true and complete, on this the 24th day of April, 2007.


 NOTARY PUBLIC

My Commission Expires: 11-20-2007



ARTICLE 35

RECLASSIFICATIONS AND REASSIGNMENTS

35.1 RECLASSIFICATIONS

When a vacancy occurs within a bargaining unit classification, other than as a result of layoff, it will be assigned to employees on the active payroll (i.e., not on indefinite layoff or a leave of absence other than medical leave, of more than 30 calendar days) by seniority who have the qualifications to perform the work involved and who have valid status change request forms on file in the Personnel section. If the vacancy involves adding a person on the payroll, employees on indefinite layoff compete for the vacancy, provided they have a valid reclassification request on file. An employee's personnel file as it exists at the time the vacancy occurs, including on-the-job experience as shown in the personnel file, and the job description shall be the determining factors in filling vacancies. An employee entering a classification which he has not held before may be temporarily assigned to a shift, location, or workweek for familiarization, where he would not work alone before he has completed 60 days in the new classification.

35.1(a) An employee returning from a vacation of any length or from a leave of absence of 30 calendar days or less, or medical leave, whether paid or unpaid, who would have been promoted during such vacation, leave of absence, or medical leave of any length, shall be offered promotion according to seniority and qualifications, upon his return to work. The employee may decline such promotion/reclassification without penalty.

35.1(b) If the vacancy is not filled under Sections 35.1 or 35.1(a) it will be offered to employees on layoff by seniority who have the qualifications to perform the work involved and who have a valid status change request form on file in the Personnel section.

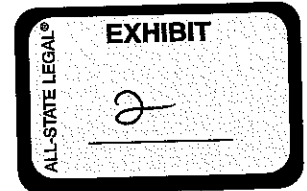
35.1(c) If the vacancy is not filled under Sections 35.1, 35.1(a), or 35.1(b) it will be filled by new hires or from any other source available.

35.1(d) An employee on layoff shall not be entitled to displace another employee from employment.

35.1(e) The rights of veterans and any persons returning from any type of military leave of absence of more than 30 calendar days will be governed by applicable federal or state law.

35.2 STATUS CHANGES

Status change request forms shall be available in the Personnel section and in each work area. The right of classification change, shift change, or location change may be exercised no earlier than six (6) months from the date of honoring an employee's last request of the same type. However, reclassified employees can compete for bonus pay job assignments and higher classifications during this six (6) months period. Such employee can be displaced by another employee exercising his full seniority rights. This provision shall not prevent the employee from exercising his rights during personnel realignment.

DynCorp Fort RuckerCollective Bargaining Agreement**ARTICLE 4 SENIORITY****4.1 SENIORITY DEFINED**

Seniority is defined as the length of continuous service with the Company and previous contractors in any one or more bargaining units covered by this Agreement, and shall be computed from the original date of hire except when seniority has been broken (as defined in section 4.6), in which event seniority shall be computed from the last date of rehire. Upon transfer from one bargaining unit to another, employees shall retain their seniority. Relative seniority of all employees who have the same seniority date is determined in accordance with the last four digits of each employee's social security number, i.e., the lowest number has the most seniority; when the four digits are identical the next previous digit which is not identical shall be determinative.

4.2 QUALIFICATIONS

In the application of principles of seniority as provided in this Agreement, consistent with applicable federal and state laws and regulations, the employee must have the qualifications and physical capability to perform the work involved. "Qualified" or "qualifications" for the purpose of filling of vacancies means that the employee meets the requirements of the job description.

For all other purposes under this contract, "qualified" or "qualifications" for also includes having the ability (includes all authorizations required) to perform the available work without the necessity of any additional training. In addition to these qualifications, Maintenance Test Pilots must have aircraft(s) qualifications and currency.

The Company will give preference to length of continuous service among employees who meet the requirements of this Section.

Upon reclassification, employees shall be given such guidance and orientation normally provided employees assigned to a particular classification or bonus pay job assignment.

4.3 ACQUISITION OF SENIORITY

A new employee and one who is re-employed after a break in his seniority shall not acquire any seniority under this Agreement until the expiration of 90 days of continuous service following employment. If such employee is continued in the employ of the Company after the expiration of the 90-day period, his seniority shall be computed from his last date of hire in accordance with the applicable provisions of this Agreement. Any separations of employment during said 90 day probationary period shall not be made the basis of a claim or grievance against the Company and there shall be no obligation to re-employ such person; provided, however, that this provision shall not be used for the purpose of discrimination, as discrimination is defined in Article 2, Section 2.3.

4.3(a) A probationary employee shall not compete for a bonus pay job assignment, classification, location or shift, nor will a probationary employee be displaced from a classification, location or shift unless affected by the layoff of seniority employees.

ARTICLE 35 RECLASSIFICATIONS AND REASSIGNMENTS

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35.1(a) An employee returning from a vacation of any length or from a leave of absence of 30 calendar days or less, or medical leave, whether paid or unpaid, who would have been promoted during such vacation, leave of absence, or medical leave of any length, shall be offered promotion according to seniority and qualifications, upon his return to work. The employee may decline such promotion/reclassification without penalty.

35.1(b) If the vacancy is not filled under Sections 35.1 or 35.1(a) it will be offered to employees on layoff by seniority who have the qualifications to perform the work involved and who have a valid status change request form on file in the Personnel section.

35.1(c) If the vacancy is not filled under Sections 35.1, 35.1(a), or 35.1(b) it will be filled by new hires or from any other source available.

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4.4 REHIRE OF PROBATIONARY EMPLOYEE

In the event that a probationary employee is rehired to the same classification within three months after being terminated as part of a layoff process during his probationary period, he shall receive credit for his previous service as a probationary employee, if he worked at least one month prior to termination.

4.5 PROBATIONARY EMPLOYEE ABSENCE

If a probationary employee is granted a leave of absence or is absent in excess of five workdays (40 hours) during his probationary period, the effective date of acquiring seniority shall be postponed by the period of time the employee has been absent or on leave.

4.6 BREAKING SENIORITY

An employee's seniority shall be considered broken and all rights under this Agreement forfeited (except as otherwise specifically provided herein) when an employee:

4.6(a) Resigns or is discharged or accepts employment with the Company outside the bargaining units covered by this Agreement.

4.6(b) Fails or refuses to return to work within five calendar days after being recalled, unless a satisfactory reason and documentation, if such documentation exists or can be acquired, is given to warrant leniency.

Notification of recall for the purpose of this shall be made by certified mail, telegram or other documentable and verifiable means addressed to the employee's last known address as shown on the Company's records. Failure of the employee to keep the Company informed of his current address shall relieve the Company of any obligations for recall of said employee. Failure to receive notice of recall shall be considered a satisfactory reason for not returning to work within five calendar days, so as to retain seniority, but shall not obligate the Company to hold the position open. An employee who fails to receive the notice, and is not otherwise aware of his recall, and therefore does not report to work within five (5) calendar days shall continue to accrue seniority, but there shall be no further duty to recall the employee until the employee notifies the Personnel section.

4.6(c) Is absent for three consecutive workdays without reporting to the Company during the absence a reason which is sufficient to justify such absence, unless notification to the Company is beyond the employee's control; otherwise, such absence shall be cause for termination. Compliance with this is not to be construed to mean that excessive absenteeism shall be tolerated.

4.6(d) Is absent due to layoff or disability leave of absence, or both, for a period equal to his length of seniority at the time of such layoff or leave of absence, but in no event in excess of five years.

4.6(e) Has retired under the Retirement Plan for Bargaining Unit employees. This does not include an employee on disability leave of absence who draws pension/retirement benefits while on such leave.

25.9 PRE-TAX RULES

Employees will share in the cost of group health insurance by paying a portion of the premium for coverage. Insurance premium deduction will be made bi-weekly under the DynCorp Welfare Pre-Tax Plan.

25.10 EMPLOYEE PREMIUMS

25.10(a) Employees will pay \$25 per month for employee only health care, or \$60 per month for the cost of employee plus one dependent health care, or \$112 per month for the cost of two or more dependents health care.

25.10(b) An employee who is currently insured and is absent due to sickness or accident, and is receiving short term disability benefits while on such absence, shall have his insurance maintained in full force and effect in accordance with the provisions of Section 25.10. However, such employee will be required to pay the full cost of optional insurance.

25.10(c) An employee who is currently insured and is absent due to a compensable injury as defined by the Worker's Compensation Act of Alabama shall have his insurance maintained in full force and effect in accordance with the provisions of Section 25.10 for his length of seniority or up to five (5) years, whichever is the lesser. However, such employee will be required to pay the full cost of optional insurance.

25.10(d) Employees on layoff or medical leave of absence may continue insurance in force up to 104 weeks by paying full cost of premium less cost of sick and accident for which they are not eligible.

25.10(e) The Company will pay the cost of the basic life insurance, accidental death and dismemberment insurance, drug purchase program, expanded psychiatric services and short term disability insurance.

25.10(f) In order to maintain continuous insurance coverage, an inactive employee's portion of the premiums must be submitted to the Company finance and accounting office by the 25th of the preceding month or in the event of layoff within ten (10) days from the effective date of layoff.

25.11 PERSONAL ACCIDENT INSURANCE

The Company will make available at employee cost personal accident insurance to full time employees.

25.12 EMPLOYEE ASSISTANCE PROGRAM

The Company will provide a locally administered Employee Assistance Program (EAP) to employees and covered dependents.

25.13 RETIREE INSURANCE

The Company will provide to employees age 65 or older who retire after May 6, 2002 a Medicare Supplement, which will be completely employee paid. This plan provides that Medicare is primary and Blue Cross and Blue Shield is secondary.